



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

October 07, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 October 7, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AGREEMENT FOR THE USE OF MT. SAN ANTONIO COMMUNITY COLLEGE
BY THE CONSOLIDATED FIRE PROTECTION DISTRICT
AS AN INCIDENT SUPPORT CAMP FACILITY
(1ST DISTRICT) (3 VOTES)**

SUBJECT

Approve the attached Agreement between the Consolidated Fire Protection District of Los Angeles County (Fire District) and the Mt. San Antonio Community College District (College District) to allow the Fire District the use of the College buildings and grounds as an incident command support facility in the event of a natural disaster at no charge to the Fire District.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

- 1) Approve and instruct the Chairman to sign the attached Agreement with the College District for the use of the College's buildings and grounds as an incident Support Camp Facility by the Fire District in the event of a natural disaster at no cost to the Fire District.
- 2) Authorize any future non-substantive modifications to the Agreement to be made by mutual consent of the Fire Chief of the Fire District and the President of the College District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement is a renewal of an Agreement approved by your Board on August 9, 2011 (No. 77607), between the Fire District and College District for the use of the college

buildings and grounds as an incident Support Camp Facility by the Fire District in the event of a natural disaster at no cost to the Fire District. The College District has requested a renewal of the Agreement for an initial one year term which will thereafter automatically renew from year to year unless terminated by either party.

In the event of a natural disaster that requires a large-scale emergency response deployment by the Fire District, the implementation of incident command support facilities would enhance incident command capabilities throughout the Fire District's jurisdictional regions. The renewal of the Agreement would extend the Fire District's ability to activate a command facility at the college campus in the East Region of the Fire District's jurisdiction in the event of any large scale emergency at no cost to the Fire District.

Implementation of Strategic Plan Goals

Approval of the Agreement with the College District is consistent with Los Angeles County Strategic Plan Goal, Operational Effectiveness/Fiscal Sustainability, to maximize the effectiveness of processes, structure, operations, and strong management to support timely delivery of customer-oriented and efficient public services and Community Support and Responsiveness, to enrich lives of Los Angeles County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges.

FISCAL IMPACT/FINANCING

There is no net cost to the Fire District or the County associated with this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement term is for one year and it then automatically renews from year-to-year thereafter unless terminated by either party by providing thirty (30) days written notice to the other party.

The College District approved the Agreement on June 25, 2014. The Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 16031 (b)(3) of the CEQA Guidelines as it addresses incidental matters related to the provision of Fire District services and thus it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will continue to allow the Fire District to provide a greater capability of setting up emergency command centers, improving our response during major disasters.

CONCLUSION

The Honorable Board of Supervisors

10/7/2014

Page 3

Upon approval of the Agreement, please instruct the Executive Officer of the Board to return one (1) signed original and two (2) copies of the Agreement and this letter to:

Consolidated Fire Protection District of Los Angeles County

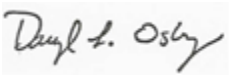
Attention: Debbie Aguirre, Planning Division Chief

1320 N. Eastern Avenue

Los Angeles, CA 90063

The Fire District will forward the executed original Agreement to the College District for their records.

Respectfully submitted,

A handwritten signature in cursive script, reading "Daryl L. Osby". The signature is written in dark ink on a light-colored background.

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

**AGREEMENT
FOR THE USE OF MT. SAN ANTONIO COMMUNITY COLLEGE
AS AN INCIDENT SUPPORT CAMP FACILITY
BY THE
COUNTY OF LOS ANGELES FIRE DEPARTMENT**

This agreement is made and entered into between the Mt. San Antonio Community College District of Los Angeles County, California, hereinafter referred to as the "College District" and the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as the "Fire District."

RECITALS

Pursuant to the terms of the County Charter and State Law, the Fire District provides emergency services for the protection of lives, property and the environment.

The College District is authorized to permit the Fire District to use College District buildings and grounds for an Incident Command Support Camp Facility in the event of a natural disaster, and wishes to cooperate with the Fire District for such purposes.

The parties hereto mutually desire to reach an understanding that will result in making the facilities of the College District available to the Fire District. Now, therefore, it is mutually agreed between the parties as follows:

1. The College District agrees that, after meeting its responsibilities to staff and students, it will permit, to the extent of its ability and upon request by the Fire District, the use of its physical facilities by the Fire District as an Incident Command Support Camp Facility in the event of a natural disaster. The College District will not charge the Fire District any rent for such emergency use. The initial agreed upon use area for the Fire District purposes will be the west side of Student Lot W, adjacent to the Wildlife Sanctuary.

In the event that the designated area (Student Lot W) is not available due to education needs, the College District reserves the right to assign the Fire Department to another suitable location on the campus.

2. The Fire District agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse the College District for any food or supplies used as a result of the Fire District's use of the College District's property as an Incident Command Support Camp Facility.
3. The Fire District and College District agree to defend, indemnify, and hold harmless each other from all losses, cost, and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained arising from the active willful misconduct of either party or their officers, agents or employees.

4. This agreement shall be effective for a period of one (1) year beginning _____ through _____ and shall automatically renew from year-to-year thereafter, unless terminated by either party. Either party hereto may terminate this agreement by providing thirty (30) days written notice to the other party.

IN WITNESS WHEREOF: The governing board of the College District has caused this agreement to be executed by the President of the governing board, and pursuant to action by a majority vote of the Board of Supervisors, as governing body of the Fire District, the Chairman has executed this agreement on behalf of the Fire District, which execution has been attested to by its Clerk, to become effective and operative upon the affixing of the last signature hereto.

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**


By 
Chairman, Board of Supervisors

**MT. SAN ANTONIO COMMUNITY
COLLEGE DISTRICT**

By 
Dr. William T. Scroggins, President

ATTEST:

**SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors**

By 
Deputy

OCT 07 2014



(SEAL)

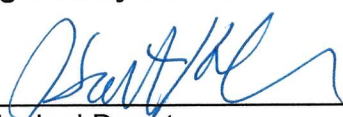
I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

APPROVED AS TO FORM:

**RICHARD D. WEISS
Acting County Counsel**

By 
Principal Deputy

ADOPTED
BOARD OF SUPERVISORS

#33 OCT 07 2014


SACHI A. HAMAI
EXECUTIVE OFFICER